

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

MEDIWERKS PUBLISHING, LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No. 4:20-cv-1399
APEX RX SOLUTIONS, LLC and)	
SOHAIL HASSAN.)	JURY DEMANDED
)	
Defendants.)	
)	

PLAINTIFF’S ANSWER TO ORIGINAL COUNTER-CLAIM

COMES NOW Plaintiff MediaWerks Publishing, LLC (“*MediaWerks*” or “*Plaintiff*”) and files its Answer to Apex RX Solutions, LLC’s (“*Apex*” or “*Defendant*”) Counterclaim [Doc. 10] pursuant and would respectfully show the Court as follows:

ORIGINAL ANSWER

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted with the exception of “urgent”, which is denied.
3. Paragraph 3 is denied.
4. Paragraph 4 is denied, although it is admitted that Apex was listed as vendor for the PO.
5. Paragraph 5 is denied, although it is admitted that Apex was listed as vendor for the PO.
6. Paragraph 6 is admitted.
7. Paragraph 7 is admitted.
8. Paragraph 8 is admitted, although denied as to the date.

9. Paragraph 9 is denied.
10. Paragraph 10 is denied.
11. Paragraph 11 is denied.
12. Paragraph 12 is admitted that money was sent, denied as to the remainder.
13. Counter-Defendant is without sufficient information/knowledge to admit or deny paragraph 13.
14. Counter-Defendant is without sufficient information/knowledge to admit or deny paragraph 14.
15. Counter-Defendant is without sufficient information/knowledge to admit or deny paragraph 15.
16. Counter-Defendant is without sufficient information/knowledge to admit or deny paragraph 16.
17. Counter-Defendant is without sufficient information/knowledge to admit or deny paragraph 17.
18. Counter-Defendant is without sufficient information/knowledge to admit or deny paragraph 18.
19. Paragraph 19 is denied.
20. Paragraph 20 is admitted.
21. Paragraph 21 is denied.
22. Paragraph 22 is denied.\
23. Paragraph 23 is denied.
24. Paragraph 24 is admitted, except for legal conclusions regarding “who had the contract”.

25. Paragraph 25 is admitted.
26. Paragraph 26 is denied.
27. Paragraph 27 is admitted.
28. Paragraph 28 is denied.
29. Paragraph 29 is denied.
30. Paragraph 30 is denied.
31. Paragraph 31 is denied.
32. Paragraph 32 is denied.
33. Paragraph 33 is denied.
34. Paragraph 34 is denied.
35. Paragraphs 36-40 are denied and this claim has been dismissed.

ARGUMENT AND AUTHORITIES

Affirmative Defense 1: Counter-Defendant pleads the affirmative defense of unclean hands.

Affirmative Defense 2: Counter-Defendant pleads the affirmative defenses of intervening cause, supervening cause, and otherwise lack of proximate cause of Counter-Plaintiff's damages.

Affirmative Defense 3: Counter-Defendant pleads the affirmative defenses of intervening cause, supervening cause, and otherwise lack of proximate cause of Counter-Plaintiff's damages.

Affirmative Defense 4: Counter-Defendant pleads the affirmative defenses of legal privilege and/or justification.

Affirmative Defense 5: Counter-Defendant pleads the affirmative defense of proportionate responsibility.

PRAYER FOR RELIEF

Plaintiff respectfully prays that the Court dismiss the Counterclaim with prejudice, that Counter-Plaintiff take nothing, and that Counter-Defendant be awarded attorneys' fees and costs.

Respectfully submitted,

CAMARA & SIBLEY LLP

/s/ Joe Sibley

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been filed on this 23rd day of November, 2020, pursuant to the electronic filing requirements of the United States District Court for the Southern District of Texas, which provide for service on counsel of record in accordance with the electronic filing protocols in place.

/s/ Joseph D. Sibley
Joseph D. Sibley